Amendments to the Claims

Please amend the claims as follows. The following is a complete listing of the claims that replaces all previous versions.

1. (Currently Amended) A computer-implemented method of facilitating the monetization of an original power contract ~~to supply electricity from~~ between an original power supply entity and a power distributor ~~supplier to a recipient~~, wherein the original power contract is for supplying specified electricity deliveries, from a specified power facility, over a specified time period at a specified price per quantity of energy, and supplying a specified energy capacity, comprising:

establishing a special purpose vehicle (SPV) for providing electricity and energy capacity to the power distributor, pursuant to a revised power contract between the SPV and the power distributor, wherein the revised contract obligates the first entity to supply electricity and energy capacity to the power distributor, and obligates the power distributor to pay the SPV at specified periods, and wherein the revised power contract is a revised version of the original contract revised to provide that the first entity can supply electricity to the power distributor from sources other than the specified power facility;

issuing, by the SPV, interest-bearing debt instruments to investors, wherein proceeds from the issuance are used by the SPV to pay the original power supply entity for a transfer of the original power contract;

supplying electricity, by ~~from~~ a power supplier, ~~to the recipient~~ pursuant to a mirror power contract between the power supplier and the SPV, wherein the mirror power contract substantially matches the terms of the revised power contract with respect to at least (a) specified electricity and energy capacity to be delivered, and (b) penalties for breach, and wherein the price for the specified electricity and energy capacity in the mirror power contract is lower than in the revised power contract, and wherein the SPV passes on the supplied electricity to the power distributor; ~~electricity supply contracts comprising (i) a first contract between the recipient and a first entity and (ii) a second contract between the first entity and the power supplier, wherein:~~

~~the first contract obligates the first entity to supply electricity to the recipient and is a revised version of the original contract, revised to provide (a) that the first entity may~~

~~provide the electricity to the recipient from sources other than specified in the original contract and (b) that the recipient is to pay a fixed price for the electricity under the first contract that is different from a price for the electricity specified in the original contract, wherein the original contract does not give the original supplier to the right to make make-up deliveries following a period of force majeure; and~~

~~the second contract obligates the power supplier to supply electricity from the power supplier to the first entity at a price less than the price of the electricity in the first contract; and~~

~~offering, using a transaction computer system, interest-bearing debt instruments issued from the first entity, wherein the debt instruments have a term matching the term of the second contract, and wherein debt service of the debt instruments is financed by the difference between the price for electricity in the first contract and the price for electricity in the second contract;~~

~~depositing, using a computerized electronic transfer system, payments by the recipient to the first entity under the first contract in a collections account of the first entity;~~

~~paying, using the computerized electronic transfer system, payments from the first entity to the power supplier under the second contract from the collections account, wherein the first entity has a reserve account, separate from the collections account, that is sufficiently funded to make debt service payments on the debt instruments when the first entity is unable to supply electricity to the recipient because of a force majeure condition for a predetermined time period during the term of the first contract~~

receiving, by a computer system and for addition to a collections account that it maintains on behalf of the SPV, an electronic payment from the power distributor for at least one of the specified periods in the revised power contract, and wherein the computer system comprises a programmed processor and operatively associated memory;

transmitting, by the computer system and from the collections account, for the at least one of the specified periods, an electronic payment to the power supplier pursuant to the mirror power contract;

transmitting, by the computer system and from the collections account, payments on at least one of interest and principal for the debt instruments issued by the SPV;

funding a reserve account, maintained by the computer system, wherein the computer system is configured to make a transfer payment from the reserve account to the collections account in the event of a collections account shortfall for paying at least one of interest and principal on the debt instruments, and to make a transfer payment from the collections account to the reserve account to replenish the reserve account to at least a reserve required balance; and

maintaining, by the computer system a damages and indemnity account, wherein the computer system is configured to, upon a damages, termination or indemnification condition, receive from the power supplier at least one of a damages, termination and indemnity amount, and to pay to the power distributor a corresponding amount.

2-66. (Canceled)